

COUNCIL OF THE CITY OF ABERDEEN
Ordinance No. 20-O-15

Date Introduced:	October 12, 2020
Sponsored By:	Councilman Adam M. Hiob and Councilman Jason W. Kolligs
Public Hearing:	October 26, 2020
Amendments Adopted:	None
Date Adopted:	November 9, 2020
Date Effective:	November 30, 2020

AN ORDINANCE concerning

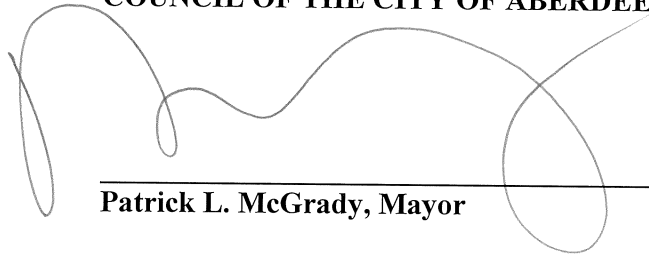
REGIONAL LAW ENFORCEMENT COMPACT

FOR the purpose of approving a certain Regional Law Enforcement Compact among the Harford County, Maryland, the Harford County Sheriff, the City of Havre de Grace, the Town of Bel Air, and the City of Aberdeen concerning law enforcement jurisdiction and coordination of services; and generally providing terms and conditions for certain specified mutual law enforcement support between these jurisdictions.

SECTION 1. BE IT ENACTED BY THE COUNCIL OF THE CITY OF ABERDEEN, that the Council hereby approves and authorizes the Mayor to execute on behalf of the City of Aberdeen a “Regional Law Enforcement Compact Among the Harford County Sheriff and Harford County, Maryland and the Town of Bel Air, and the Cities of Aberdeen and Havre de Grace” in substantially the form as attached to this Ordinance and incorporated by reference.

SECTION 2. BE IT FURTHER ENACTED BY THE COUNCIL OF THE CITY OF ABERDEEN, that this Ordinance shall become effective at the expiration of twenty (20) calendar days following adoption.

COUNCIL OF THE CITY OF ABERDEEN



Patrick L. McGrady, Mayor



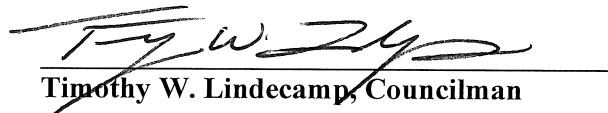
Adam M. Hiob, Councilman



Jason W. Kolligs, Councilman



Sandra J. Landbeck, Councilwoman



Timothy W. Lindecamp, Councilman

ATTEST:

SEAL:



Monica A. Correll, City Clerk

Date November 9, 2020

**REGIONAL LAW ENFORCEMENT COMPACT
AMONG
THE HARFORD COUNTY SHERIFF AND HARFORD COUNTY, MARYLAND
AND
THE TOWN OF BEL AIR, AND THE CITIES OF ABERDEEN
AND HAVRE DE GRACE**

THIS REGIONAL LAW ENFORCEMENT COMPACT, made this ____ day of _____, 2020, by and between THE HARFORD COUNTY SHERIFF (the “Sheriff”), an official of the State of Maryland, HARFORD COUNTY, MARYLAND, and THE TOWN OF BEL AIR, and the CITY OF ABERDEEN and the MAYOR AND CITY COUNCIL OF HAVRE DE GRACE (the “municipalities”), located in Harford County, Maryland.

WHEREAS, it is in the public interest that law enforcement agencies throughout the State of Maryland cooperate to the greatest extent possible to provide prompt, effective and professional police services; and

WHEREAS, the jurisdictions of these law enforcement agencies located within Harford County, Maryland (the “parties”) experience similar law enforcement situations and challenges; and

WHEREAS, the federal and state governments encourage law enforcement agencies to employ regional approaches to public safety planning, preparedness and responses to public safety needs; and

WHEREAS, all municipal police officers and sheriff’s deputies (hereinafter sometimes called “police”) are certified by and trained in current law enforcement techniques and have completed a course of training prescribed by the Maryland Police Training Commission pursuant to Public Safety Article, Section 3-209 of the Annotated Code of Maryland; and

WHEREAS, the parties to this Agreement have different jurisdictional authority within Harford County that differs, although is sometimes overlapping, contiguous or concurrent; and

WHEREAS, all parties are aware that from time to time both emergency and non-emergency situations have developed at locations and times in a jurisdiction when sufficient law enforcement resources were not immediately available to enable police to render prompt, effective and professional services to the public; and

WHEREAS, these parties wish to extend prompt, effective and professional police service to the public to the extent that police resources are available; and

WHEREAS, pursuant to the authority conferred under Maryland law, Criminal Procedure Article, Sections 2-102 and 2-105 of the Annotated Code of Maryland, the parties enter into this Regional Law Enforcement Compact, which may also be referred to as “Mutual Aid Agreement.”

NOW, THEREFORE, the parties do hereby agree as follows:

1. Whenever, in the judgment of the Sheriff, or the Chief of any municipality, or in the event of his/her absence, his/her designee, an emergency occurs, in his/her jurisdiction and there are not sufficient police personnel or equipment immediately available to properly handle the emergency, he/she may request assistance from any other Party to this Agreement. The request shall be directed to a Chief, or the Sheriff, or his/her designee. If, in the judgment of the officer authorized to receive the request, an emergency does exist and the police personnel or equipment requested are available, such resources may be dispatched as requested. A participating agency will provide operational assistance only to the extent that the police or equipment is not required for the adequate protection of the County or the municipality from which the assistance is being sent. The Sheriff or Chief, or his designee, shall have the sole authority to determine the personnel and equipment, if any, available for assistance.
2. The term “emergency,” as used in this Agreement is a sudden or unexpected happening, and may include, but is not limited to, an unruly person or group which demonstrates the potential for violence, a hostage situation, a fire, a natural disaster, a crash or similar circumstance or any act which violates the laws of Maryland.
3. This Agreement also authorizes the parties to undertake mutual or joint law enforcement operations to the extent permitted by the Annotated Code of Maryland, Criminal Procedure and Criminal Law Articles.
4. In addition, whenever any individual police officer of the Sheriff’s Office, or one of the municipalities, while on official duty, or off duty operating a fully equipped emergency vehicle, observes any crime or significant traffic offense in progress in any jurisdiction, that police officer is authorized to take appropriate action as a police officer pursuant to this Agreement, even if this situation is not an emergency, provided that the officer’s actions are in compliance with the policies and regulations of the officer’s home agency and otherwise in accordance with law.
5. In the event that it becomes necessary for a police officer from one jurisdiction to engage in investigative activity in another jurisdiction, that officer is authorized to conduct such activity in the neighboring jurisdiction, provided that appropriate advance notice is given to the neighboring jurisdiction, to the extent practicable under the circumstances.
6. The manner of providing assistance, as set forth in this Agreement, shall not affect the authority granted police officers in matters involving fresh pursuit as

provided in Criminal Procedure 2-301 of the Annotated Code of Maryland or any other provision of law.

7. The parties acknowledge that the acts performed pursuant this Agreement by police officers, agents or employees and the expenditures made by any Party to this Agreement shall be deemed conclusively to be for a public and governmental purpose; and all of the immunities from liability enjoyed by that jurisdiction when acting through its police officers, agents or employees for a public or governmental purpose within its territorial limits shall be enjoyed by the jurisdiction to the same extent when acting pursuant to other lawful authority and/or Agreement beyond the territorial limits of the parties.
8. The parties acknowledge that the police officers, agents and employees, when acting pursuant to this Agreement beyond the territorial limits of the jurisdiction in which they are commissioned or employed, have all the immunities from liability and exemptions from laws, ordinances and regulations and have all of the pension, relief, disability, workers' compensation, and other benefits enjoyed by them while performing their respective duties within the territorial limits of the jurisdiction in which they are commissioned or employed.
9. Each of the parties to this Agreement agrees that:
 - a. The Sheriff, to the extent permitted by the Maryland Tort Claims Act, Sections 12-101 *et seq.* of the State Government Article, and the limitations contained within 5-522 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, will indemnify the municipalities from all claims by third parties against the municipalities for property damage or personal injury which might arise out of the activity covered in this police mutual aid Agreement while municipal personnel or equipment are in Harford County responding to the Sheriff's request for aid.
 - b. In exactly the same manner as in (a) above, each municipality will indemnify the Sheriff of Harford County and Harford County for all claims by third parties against the Sheriff for property damage or personal injury while Harford County Sheriff's personnel or equipment are in that municipality responding to its request for aid.
 - c. Each Party to this Agreement will waive all claims it might have against any other Party to this Agreement for property damage or personal injury arising out of this Agreement while personnel or equipment are in any jurisdiction responding to that jurisdiction's request for aid, or vice versa.

10. Each Party to this Agreement agrees to cooperate fully with any other Party to this Agreement in the defense of claims, pursuant to the indemnification provisions of Paragraph 9. This cooperation will include the following:
 - a. Immediate notification to all other parties involved of any crash or incident resulting in personal injury, damage or having the potential for liability;
 - b. Recognition that each Party to this Agreement involved in a crash or incident resulting in personal injury, property damage or having the potential for liability may conduct a parallel independent investigation of such crash or incident;
 - c. Each Party involved in such crash or incident shall make personnel, records and equipment available for purposes of the defense of any claim or suit.
11. All personnel provided by the neighboring jurisdiction in an emergency shall report to the senior police officer of the jurisdiction requesting the aid.
12. In an emergency, radio communication between the jurisdictions shall be coordinated through the Harford County Department of Emergency Services. In addition, requests for aid in mass processing of arrestees, transportation of prisoners or operation of a temporary detention facility shall be coordinated through the Sheriff of Harford County, or in the absence of the Sheriff, his designee.
13. This Regional Law Enforcement Compact becomes effective upon execution by all parties and remains in effect until any Party to this Agreement hereto cancels its participation in this Agreement by sending a written notice to each of the parties thirty (30) days prior to the cancellation. The termination of one party to this Agreement terminates the Agreement in whole, and the remaining parties shall enter into a new Agreement.
14. This Agreement shall supersede any prior agreements, verbal or written, that may have been previously executed, controlling the matters set forth herein.
15. This Agreement shall be governed by the laws of Maryland.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

AS WITNESS the hands and seals of the Parties the day, month and year first above written.

WITNESS:

SHERIFF OF HARFORD COUNTY, MARYLAND

By: _____
Sheriff Jeffrey R. Gahler

WITNESS:

HARFORD COUNTY, MARYLAND

By: _____
Barry Glassman, County Executive

WITNESS:

CITY OF ABERDEEN

By: _____
Patrick McGrady, Mayor

WITNESS:

ABERDEEN POLICE DEPARTMENT

By: _____
Henry Trabert, Chief of Police

WITNESS:

TOWN OF BEL AIR

By: _____
Amy Chmielewski, Mayor

WITNESS:

BEL AIR POLICE DEPARTMENT

By: _____

Charles Moore, Chief of Police

WITNESS:

MAYOR AND CITY COUNCIL OF HAVRE DE GRACE

By: _____

William T. Martin, Mayor

WITNESS:

HAVRE DE GRACE POLICE DEPARTMENT

By: _____

Teresa Walters, Chief of Police

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Melissa Lambert, County Attorney